

DOCUMENT RESUME

ED 121 391

JC 760 233

TITLE Agreement Between Delaware County Community College and Delaware County Community College Association of Higher Education, 1975-1977.

INSTITUTION Delaware County Community Coll., Media, Pa.

NOTE 45p.: Not available in hard copy due to marginal legibility of original document

EDRS PRICE MF-\$0.83 Plus Postage. HC Not Available from EDRS.

DESCRIPTORS *Collective Bargaining; Community Colleges; *Contracts; *Junior Colleges; *Negotiation Agreements

IDENTIFIERS *Delaware County Community College

ABSTRACT

This document presents the 17 articles of the collective bargaining agreement reached between the Board of Trustees of Delaware County Community College (DCCC) and the DCCC Association of Higher Education. It describes the relationship between the board and the association and outlines the rights of both organizations. Specifically discussed are: the assignments and responsibilities of members of the instructional staff, the contents of personnel files, contract procedures, workload, salary, fringe benefits, leaves with pay, leaves without pay, grievance procedures, and other miscellaneous provisions. (NMM)

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AGREEMENT

THIS AGREEMENT entered into this day of
A. D. 1975 by and between the BOARD OF TRUSTEES OF THE DELAWARE COUNTY
COMMUNITY COLLEGE (hereinafter referred to as the "BOARD") and the
DELAWARE COUNTY COMMUNITY COLLEGE ASSOCIATION OF HIGHER EDUCATION
(hereinafter referred to as the "ASSOCIATION").

WITNESSETH:

WHEREAS, the BOARD operates the Delaware County Community
College pursuant to the Community College Act of 1963 and pursuant to
the Rules and Regulations of the State Board of Education. The BOARD
and the ASSOCIATION recognize the desirability of the objectives of
providing and improving the quality education and maintaining a high
standard of academic excellence in the programs of the College; and

WHEREAS, the maintenance and improvement of the quality of
education and the maintenance of high standards of academic excellence
depends, in part, upon the quality, performance and morale of the
professional staff; and

WHEREAS, the BOARD and the ASSOCIATION have the obligation,
pursuant to the Public Employees Relations Act (Act 195), to negotiate
with respect to wages and terms and conditions of employment of the
employees who are represented by the ASSOCIATION; and

WHEREAS, the BOARD and the ASSOCIATION have reached an
agreement as a result of negotiations.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

Recognition: The Pennsylvania Labor Relations Board, in Case No. PERA-R-41-E, established the ASSOCIATION as the Bargaining Unit, pursuant to the Public Employees Relations Act for the instructional staff members (hereinafter referred to as ISM) of the Delaware County Community College. The BOARD recognizes the ASSOCIATION as acting in this capacity. The BOARD will negotiate with the ASSOCIATION in all matters as required by law, and it agrees not to negotiate with any individual ISM as may now or in the future be prohibited by law.

ARTICLE II

BOARD RIGHTS

ASSOCIATION recognition: The ASSOCIATION recognizes that the BOARD has vested in it by law, the responsibility and authority to manage and direct, as a fiduciary for the public which it serves, all of the operations and activities of the College. These responsibilities and obligations are subject, however, to the Public Employee Relations Act and agreements adopted thereunder.

Rights of the College: The Board of Trustees, on behalf of the College, does hereby retain and reserve unto itself all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the Commonwealth of Pennsylvania and the State Board of Education.

Except as specifically provided herein, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its BOARD and the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the BOARD or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this agreement, the BOARD and its representatives and the ASSOCIATION and its representatives, shall take no action violative of any provision of this agreement.

ARTICLE III

ASSOCIATION RIGHTS

Released Time for ASSOCIATION President: The ASSOCIATION President, without salary reduction, shall have released time from teaching obligations, so that the teaching obligations shall be a reduction of one course of three or four credit hours from the normal teaching load each academic semester. The ASSOCIATION shall, prior to the 30th day of June each year, notify the College of the designation of the person who will serve as ASSOCIATION President during the forthcoming year. After such designation is made, no change shall be made until the next academic semester.

ASSOCIATION Representative at the Board Meetings: Meetings of the Board of Trustees are public meetings according to law, and as such, are open to any representative of the ASSOCIATION. Should an ASSOCIATION representative wish to present a specific matter to the BOARD or address the BOARD, such matters shall be placed upon the agenda by request of the ASSOCIATION representative.

Consultations: For the purposes of discussing legitimate and proper subjects which affect the implementation and application of this contract, the ASSOCIATION shall have the right, upon request, to meet and consult at reasonable and mutually convenient times, with the President, Vice-President, Deans and Director of Personnel or their designees concerning matters in the areas of responsibility assigned to each.

Rights of Instructional Staff in ASSOCIATION: The BOARD hereby agrees that every ISM shall have the right freely to join and support the ASSOCIATION or to refrain therefrom as determined by each individual.

Nondiscrimination: The BOARD and the ASSOCIATION agree that they will not in violation of any applicable law discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by act or laws of Pennsylvania or the Constitution of Pennsylvania and the United States; that will not discriminate

in violation of any applicable law or provision of this agreement against any employee with respect to hiring, discipline, hours, wages, or any terms or conditions of employment by reason of membership or nonmembership in the ASSOCIATION, race, creed, religion, color, national origin, age, sex, or domicile as provided in Federal or State Law.

Use of Facilities: The ASSOCIATION and its representatives shall have the right to engage in ASSOCIATION activities and to use the College's facilities including a secure office with telephone provided it does not interfere with or interrupt normal College operations or the obligation and duties of faculty members as employees. The ASSOCIATION will not be charged for the use of facilities during normal hours that are not otherwise being utilized if there is no extra or special cost to the College from such usage. The ASSOCIATION shall pay for any materials or supplies used.

Information: The BOARD agrees to furnish the ASSOCIATION with public information concerning professional staffing and financial reports, including but not limited to, agenda of all public board meetings. The ASSOCIATION will also be provided with such additional information as is necessary during contract negotiations or the processing of an existing grievance. If an ISM is dismissed, the President of the ASSOCIATION will be notified.

Copies of Proposed Policy Changes: The ASSOCIATION is entitled to information concerning all proposed policy changes, by-law changes or changes in other institutional rules and regulations adopted by the BOARD. The BOARD will make available to the ASSOCIATION, copies of all minutes of the public meetings of the Board of Trustees, as well as copies of the agenda of the matters to be presented to the Board of Trustees prior to each meeting, as soon as the documents are available.

ARTICLE IV

ASSOCIATION SECURITY, DUES CHECK OFF

Maintenance of Membership: Each employee who, on the effective date of this Agreement, is a member of this ASSOCIATION and each employee who becomes a member after that date, shall maintain membership in the ASSOCIATION, provided that such employee may resign from the ASSOCIATION during a period of fifteen (15) days prior to the expiration of this Agreement, or any renewal or extension thereof, by notification to both the College and the ASSOCIATION by certified mail of the desire to terminate membership. The payment of dues shall be the only requisite employment condition relative to ASSOCIATION membership.

Payroll Deductions: ISM's may, by executing the proper form provided by the ASSOCIATION, have automatic payroll deductions for ASSOCIATION dues. Deductions for ASSOCIATION dues shall be made during the appropriate pay period of each month,

commencing in the month following the transmission by the ASSOCIATION to the College of a legal and proper dues deduction authorization on behalf of the individual ISM. The ASSOCIATION shall indemnify and save harmless the College against any and all claims, demands, suits, orders or judgments which may arise out of the implementation of this Article.

ARTICLE V

INSTRUCTIONAL STAFF MEMBER ASSIGNMENTS AND RESPONSIBILITIES

The Academic Day: The academic day shall be those hours of the day during which classes will normally be scheduled. The academic day shall commence at 8:00 a.m. and continue until 10:30 p.m.

The Academic Week: The normal academic week for the purposes of this agreement will consist of five consecutive working days on which assignments may be given during any calendar week. Any assignments on other than five consecutive days during a calendar week will be considered and treated as overload unless mutually agreed by the ISM and the College.

The Academic Year: The academic year shall consist of the period of time from the beginning of the fall semester to the end of the winter semester. The academic calendar covered by the 10 month salary shall set forth the commencing and closing dates of responsibility of the ISM's and shall separately set forth the time at which the teaching faculty

shall report if subsequent to the commencing date of the academic calendar. The calendar shall be published by the College to the ISMs and the ASSOCIATION no later than May 1, 1976. For information purposes regarding the 1976-77 calendar it is expected that the number of service days in the academic year will be 169, and under normal conditions it is anticipated that the faculty will be expected to report for work August 23, 1976.

Lapse Time and Evening Classes: In the instance of a faculty member teaching regular graded credit courses or developmental courses, there shall be at least twelve (12) hours between the end of class of one day and the beginning of class the next day. Such classes, when assigned to a faculty member past 6:00 p.m., shall be assigned no more than two evenings per week; except, however, when a course must be offered three evenings a week, the limit shall be no more than three evenings per week.

When regular graded credit courses or developmental courses are assigned to be taught past 6:00 p.m. on two or more consecutive days, a faculty member's daily schedule on the second or third of such consecutive days shall not exceed ten (10) hours from the beginning of the first class to the end of the last class.

Academic Freedom: Each ISM is responsible for the educational progress of students, either directly taught or indirectly

influenced at the College. Each ISM is entitled to full freedom in the classroom in discussing the course subject matter but they should avoid controversial issues irrelevant to the course content or subject. ISM will present material and information in a professional and impartial manner which will encourage discussion and analysis from all facets of the subject.

When an ISM speaks or writes as a citizen, he is free from institutional censorship or discipline. However, his special position in the community imposes special obligations. As a person of learning and an educational officer, it should be remembered that the public may judge his profession and institution by the utterances made. Hence, at all times, statements should be accurate and should show exercise of appropriate restraint and should show respect for the opinions of others and efforts should be made to indicate that the words spoken and written are not as an institutional spokesman.

Activities of an ISM in private life shall not, in themselves, affect the employment with the College. Any acts which measurably affect the quality of the work of an individual may result in disciplinary action.

ARTICLE VI

PERSONNEL FILES

Contents: The College shall maintain a confidential, official

personnel file for each ISM. No anonymous material, that is material that does not designate the source or the origin of the information contained therein, shall be placed in the official personnel file.

The personnel file will be made available to the individual ISM as set forth below, except that any information concerning pre-employment evaluation, references, or recommendations, or other material involved in the pre-employment or hiring of the individual will be confidential and need not be shown to the individual ISM.

An ISM shall have a right to submit comments or responses to material contained in his/her official personnel file, and shall have a right to make copies of any material contained therein which is not confidential.

An ISM or his/her agent properly authorized in writing shall have access to his official personnel file during regular office hours. Under no circumstances shall the official personnel file be moved from the office by the ISM and access to the file shall only be in the presence of someone in authority in the office.

ARTICLE VII

CONTRACT PROCEDURES

Tenure and Termination: All ISMs employed under this agreement shall be employed on a 10-month salary basis or a 12-month salary

basis as assigned by the College. There may be mutual agreement for employment for a shorter period of time than ten (10) months; such agreement will not affect the continuing employment status of the ISM in regard to other rights under this Agreement.

New Appointees: A nontenured faculty member and newly-employed ISMs shall be entitled to notice of renewal or nonrenewal of employment for a second year of employment by the 1st day of March of the first year of employment. If renewal of the employment is not offered, such notice shall be in writing. If renewal of employment is offered, acceptance shall be acknowledged in writing by the 15th day of March. A nontenured faculty member and ISM in the second year of employment shall be entitled to notice of renewal or nonrenewal of employment for a third year of employment by March 1st. If renewal of employment is not offered, the notice with reasons thereof shall be in writing. If renewal of employment is offered, acceptance shall be acknowledged in writing by the 15th day of March.

A nontenured faculty member and ISM in the third year of employment shall be entitled to notice of re-employment or notice that the fourth year of employment is to be a terminal year of employment. Notice that the fourth year of employment is to be terminal shall be in writing with the reason for nonrenewal stated therein. Such notice shall be given by the 1st day of February. If renewal of employment is offered,

the acceptance shall be acknowledged in writing by the 15th day of February. Any person receiving notice that the fourth year of employment is to be a terminal year of employment may elect to have the matter of termination heard through the first two steps of the grievance procedure. The grievance and hearing procedure established shall include a final step of appeal to a special committee of the Board of Trustees. After the fourth year of employment, the contract of a non-tenured faculty member shall not be terminated except for just cause. The termination may be heard through the grievance procedure except, however, the final step of the procedure shall be an appeal to a special committee of the Board of Trustees in lieu of arbitration.

Tenure: During the fourth year of employment, an instructor, assistant professor, associate professor or professor is eligible for consideration for tenure. The recommendation of the awarding of tenure shall be made by the committee on tenure, which committee shall be composed according to the policy adopted by the Board of Trustees of the Delaware County Community College. Notice of award of tenure shall be given by the 1st day of December of each year.

Dismissal: Tenure appointments shall be continuous, limited however, to the provisions of this contract. No tenured employee shall be dismissed except for just cause. Any tenured employee

receiving notice of dismissal may thereafter have the matter heard through the grievance procedure. Any tenured employee terminated or otherwise disciplined, shall be given written notice of the reasons therefor. The tenured employee shall have the right to due process in the determination of whether or not just cause exists for the action taken. This may be appealed as a final step to a special committee of the Board of Trustees or to binding arbitration. In the event the issue of just cause is to be determined by binding arbitration, the arbitrators shall be three (3) in number. All of the arbitrators shall be professional educators experienced in post-high school educational matters and experienced in the field of labor management relations. Each party shall select one arbitrator and the two selected arbitrators shall select a third.

ARTICLE VIII

RETRENCHMENT

If, at anytime, it shall be determined by the Board of Trustees to be necessary to reduce the staff of the College designated herein as ISM, such reduction, when it results in discontinuation of employment of an ISM, shall be considered retrenchment.

No retrenchment shall take place if the full-time position held by the person whose employment is to be discontinued is to be filled by part-time or coadjutant personnel.

If, at the time of reduction of the staff, there are courses being taught or to be taught by part-time or coadjutant personnel in the same academic discipline and course qualification as the person whose employment is to be discontinued, such ISM shall have the option of teaching those said courses, provided they result in teaching a full load, as defined herein.

Retrenchment, when necessary, shall be made in the inverse order of length of service, from the most recent date of employment at the College, within and among the persons having the same academic discipline and course qualifications as the position to be eliminated.

An ISM, subject to retrenchment, shall be placed on a re-employment list according to the chronological date of retrenchment. Such list shall be maintained according to the academic discipline and course qualifications. Should two or more persons be subject to retrenchment at the same time, they shall be listed according to the chronological date of original hiring by the College.

No new faculty member shall be hired to fill a vacancy in the academic discipline and course qualification unless the vacancy is first offered in writing to all ISMs on the appropriate list. In the event an ISM rejects an offered position, his name shall be removed from the list and rights accruing hereunder shall terminate. Rehiring shall take place by the priority established on each re-employment list. In the event the person first on a

list to whom notice is given, indicates inability to accept the position to fill the vacancy until the expiration of a period of time not to exceed one academic semester, such position shall be awarded to take effect at such future time. College reserves the right to fill the vacancy during such waiting period.

During the period of retrenchment, prior rights accrued in the nature of accumulated sick leave, accumulated time towards sabbatical leave and accumulated time towards tenure qualification shall not be lost. Such times shall not, however, increase during the period of retrenchment.

No action in the nature of retrenchment shall be taken to prevent or deny the award of sabbatical to an ISM otherwise eligible, nor shall the fact that upon return from sabbatical leave it is anticipated the position theretofore occupied will no longer be available, be used to refuse sabbatical leave.

Notice of reduction in staff which will result in retrenchment will be given to the persons affected no later than June 30th prior to the next academic semester. In any other circumstances, notice shall not be later than 90 days prior to the termination of employment. It is intended herein to provide written notice to the persons affected immediately upon the determination of the Board of Trustees to reduce the staff.

An ISM subject to retrenchment may retain all insurance benefits during the term of the retrenchment, provided the cost thereof is assumed by the individual and provided further, the insurance carrier will accept such payments without causing an increase in the rates to be paid by other insured ISMs.

Upon return to employment after a lapse of time not in excess of one semester, an ISM shall be entitled to all monetary increments and benefits which would otherwise have accrued had the ISM not been subject to retrenchment.

ARTICLE IX

WORKLOAD

Workload and Overload: The amount of instructional work to be performed by the faculty during the academic year is defined as workload. Overload compensation shall be made in accordance with the salary schedule as attached for persons assigned to perform instructional work in excess of the maximum workload.

The maximum workload is defined as follows:

The teaching of courses during the academic year equal to thirty (30) credit hours, or thirty-eight (38) contact hours during the academic year. A contact hour is measured by the number of instructional hours and related laboratory hours scheduled by the College per week for each course taught during an academic year. In the teaching of allied health courses involving clinical laboratory hours the maximum workload shall be thirty (30) credit hours

or forty (40) contact hours as defined above, except however, during the fall semester 1975-76 the maximum shall be as assigned and during the winter semester 1975-76 the maximum contact hours shall be twenty (20) hours.

Curricula Development, Supervision and Assessment: An ISM assigned to develop programs, curricula or courses shall receive as extended or released time, an amount of time as needed for the work to be accomplished as determined by the College. Programs determined to need supervision or assessment shall be assigned by the College and undertaken by an ISM by mutual agreement.

ARTICLE X

SALARY

Salary: For the academic year 1975-76 and 1976-77, all ISMs shall receive salary increments and overload compensation as specified in Schedule A.

Those persons on 12-month employment shall receive an additional compensation of fifteen percent (15%) of the compensation which would be paid to the same person for 10-months employment.

ARTICLE XI

FRINGE BENEFITS

Holidays: The College shall establish each year, within the

College calendar, the holidays for the year, applicable to both 10-month and 12-month employees. No classes shall be scheduled on days designated as holidays, nor shall any ISM be required to work on the days designated as holidays which shall be as follows:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving (and the following day)

Christmas Day

Two (2) other days to be designated annually

Vision Care: In addition to medical and health benefits already in effect, the College will establish a Vision Care program for employees covered by this agreement. Terms, conditions and limitations shall be as set forth in the Vision Care program document administered through the Personnel Services Office of the College.

Effective August 16, 1976, the provisions of the Vision Care program will be extended to the dependents of employees covered by this agreement. Terms, conditions and limitations shall be as set forth in the Vision Care program document administered through the Personnel Services Office of the College.

Employee Health Insurance - Dependent Coverage: In addition to medical and health benefits already provided, the College will increase its share of health insurance dependent coverage from 50% to 75% for applicable employees.

Employee Life Insurance: Effective August 16, 1976, the College will increase the life insurance coverage for employees covered by this agreement to an amount equal to one and one-half times base annual salary up to a maximum of \$21,000.00 of life insurance coverage. All other conditions and limitations of the life insurance plan will continue in effect.

ARTICLE XI

LEAVES WITH PAY

Sick Leave: Whenever an ISM is compelled to be absent from duty due to illness or injury or the illness or injury of spouse, child or children, the ISM shall be allowed full compensation for such time lost resulting from said illness or injury. The credit for sick leave (10 days per academic year or 12 days for 12-month personnel) shall be accumulative to a maximum of 65 days. No payment will be made for unused time accrued.

ISMs should notify the appropriate dean of any absence as the result of illness or injury as soon as possible, including advance notice wherever possible. Regular communications

should be made with appropriate deans to insure necessary time for coverage during an ISM's absence. All absences due to illness which occur on any service day as reflected in the College calendar must be charged against an ISM's sick leave allowance and reflected on appropriate time records.

Bereavement Leave: An ISM will be granted at least three working days leave for bereavement, if necessary, to permit the employee to attend the funeral and take care of other matters in connection with a death in the immediate family. For the purpose of this leave, an ISM's immediate family shall mean his or her grandparents, his or her grandchildren, mother, father, father-in-law, mother-in-law, sister, brother, child, spouse, sister-in-law, brother-in-law, or any person related by blood to the ISM or spouse if such person is a resident in the home of the ISM. Such leave will not be granted when the ISM is not attending the funeral or otherwise necessarily occupied in matters in connection with the death. Should unusual family matters necessitate additional absence, such absence may be granted up to two (2) additional days.

Personal Business Leave: Personal business leave of up to three (3) days may be granted for personal business matters which cannot be cared for outside normal working hours. Requests for personal business leave should be made in writing to the immediate supervisor as soon as possible, but in no

case less than forty-eight hours; except in emergencies. Approval will be granted by the appropriate dean whenever he is able to make alternative arrangements.

Jury Duty Leave: The ISM shall be excused from work for jury duty or to appear as a witness if subpoenaed in any duly constituted judicial proceeding of a criminal nature. The ISM will receive the difference between the amount receivable as a juror or witness and his/her regular pay for the period covered. The ISM must give at least one week notice of the intent to be absent under this provision of the agreement. Any such absence must be substantiated by appropriate documents as provided by the courts involved. Benefits provided by the College during such absence will be continued.

Coverage: Paid leaves of absence to attend Professional meetings may be granted to ISM provided that they make arrangements for their absence at no additional cost to the College and such arrangements are approved by the House Dean.

Vacations: ISMs on a twelve month appointment shall be entitled to twenty-two working days of paid vacation per twelve months. Such vacation shall be considered as earned at the rate of 1.8 days per month for each month of employment.

Vacation will be taken at a time mutually agreed by the individual ISM and the College. The ISMs are expected to take at least two consecutive weeks of paid vacation per year.

Employees are encouraged to take full vacation allotted, normally any vacation unused by the end of the calendar year will be considered lost. In any event, vacation will only be accumulated up to a total of thirty-three (33) days for any one year.

Military leave: An ISM is entitled to all privileges of military leave of absence as applicable and provided under the laws of the United States of America and the Commonwealth of Pennsylvania.

An ISM who is a member of a reserve component of the Armed Forces of the United States or a National Guard Unit shall be entitled to the differences between his contractual salary and all military pay and fees except subsistence and travel allowance which he receives during active reserve duty time, up to a period of two weeks annually. Proof of such service rendered shall be secured by the ISM from the appropriate military component and submitted upon return from leave of absence.

Maternity Leave: A pregnant ISM shall be entitled to maternity leave.

The ISM shall submit written notification to her immediate supervisor stating the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave. Such leave shall be granted normally for a period not to exceed six (6) months.

In the case of a faculty member, the return date from maternity leave shall be scheduled so as to conform with the beginning of a future semester starting date.

Upon the request of an ISM, the maternity leave may be extended for an additional six (6) months, where required, but in no case will it exceed more than twelve (12) months.

In no case shall the ISM be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position, but employees who work beyond the seventh month pregnancy may be required to provide a doctor's certificate authorizing continued work and to execute a waiver responsibility indemnification from injuries resulting from continued work.

Provided she has sufficient seniority, every ISM shall have the right to return from maternity leave to the same or substantially equivalent position she held before

going on childbirth leave. The ISM shall return without any loss of rights, benefits or seniority obtained prior to leaving on childbirth leave.

During the maternity leave a faculty member may elect to continue certain benefit programs in effect, if such an election is made the individual ISM will be responsible for the payment of both the College and the individual's share of any costs or expenses in regard to continuation of such programs or plans.

If during the period of the pregnancy or childbirth the individual ISM is unable to perform work because of medical reasons she will be entitled to use any accrued sick leave for that period upon written certification by a physician.

Sabbatical Leave: Members of the instructional staff with academic rank shall be eligible for a one or two semester sabbatical leave with relief from all required duties for the purpose of study, educational travel, health, research or writing, or creative or community endeavors which, in the opinion of the College, are useful and valuable to the overall purpose and objectives of the institution.

Eligible employees, upon completion of six (6) full time years of academic service to the College will be

eligible to apply for sabbatical leave. The sabbatical leave will be for one semester at full pay or two semesters at half pay. Once the leave has been granted under these provisions, the individual will be barred from any further consideration for sabbatical leave for at least six more years of additional service to the College.

The application for sabbatical leave shall contain a definite statement of the plan of activity for which the application is filed. The application will be filed with the associate dean of the house to which the faculty member is primarily assigned between October 1 and December 1 of the prior academic year. The applications will be referred to the appropriate committee for evaluation and consideration by the dean with any confidential comments he considers appropriate. On or before September 15th of each year, the College shall publish a list of criteria to be used by the committee in consideration of their recommendations. The committee will file a list of recommended applications in order of preference with the Vice-President of Instruction on or before February 1 of the academic year in which the applications are made. Notice of the action of the Board of Trustees approving or denying the applications shall be taken no later than its April meeting of the academic year preceding the year for which the application is filed. A list of

all applicants for sabbatical leave shall be published annually, which list shall name the applicants in alphabetical order.

All applications recommended for approval by the appropriate committee which are not approved by the Board of Trustees shall automatically be considered as applications for sabbatical in the following academic year unless withdrawn by the applicant. The College and the ISM will contribute their appropriate share of the cost of health insurance, medical insurance, life insurance, retirement, and other employee benefits for the period of sabbatical leave. The faculty member, when he returns from sabbatical leave, shall receive salary increments and other benefits which would have accrued had he not been on leave.

The faculty member shall agree in writing prior to the sabbatical leave that in the event he or she fails to return to the College at the expiration of the sabbatical leave and render services for a period of at least one (1) year thereafter, he or she will reimburse the College for all sums paid by the BOARD while on sabbatical leave.

A one semester sabbatical leave may be extended, without pay, salary or benefits or expense to the College, for a second semester upon the mutual agreement of the individual faculty member and the College.

ARTICLE XIII
LEAVES WITHOUT PAY

Unpaid Leaves of Absence:

- A. Professional Development Leaves: ISMs may be granted unpaid leaves of absence for professional development by the Board of Trustees on recommendation of the President for periods not to exceed one academic year but subject to extension under appropriate circumstances.

Requests for such leave must be made to the appropriate dean at least one (1) full semester prior to the beginning of the requested absence.

Consideration for such leave will be based upon such factors as ineligibility for sabbatical leave, and the extent to which the absence would be consistent with the overall efficiency of College operations.

Failure to return for assignment at the expiration of any such leave of absence shall be considered a resignation.

During an unpaid leave of absence the ISM concerned may elect to continue individual benefits at no cost to the College, with all costs paid by the individual concerned. Upon returning, the individual shall retain all rights and seniority possessed at the time the leave commenced.

B. Special Leaves: Under other special circumstances, the College will consider granting unpaid leaves of absence to deal with unusual personal matters. Requests for such leaves must be made to the appropriate dean at least one (1) full semester prior to the beginning of the requested absence except under emergency circumstances. All other rights and responsibilities shall be stated herein.

ARTICLE XIV

GRIEVANCE PROCEDURE

Intent: The fair and equitable resolution of allegations of a grievance at the earliest possible step in the procedure is the agreed upon objective of the parties hereto. Any aggrieved member of the Bargaining Unit (ISM) is encouraged either by himself or in company with a representative or official of the ASSOCIATION to discuss fully any allegation of a grievance with the proper dean, associate dean or personnel director of the College in an attempt to resolve informally any existing grievance. However, no grievance may be processed beyond the informal step unless a written recital thereof is filed with the personnel director no later than thirty (30) calendar days after the act or condition giving rise to the grievance, or thirty (30) calendar days from the date on which the aggrieved person knew or reasonably should have known of such act or condition.

Definitions: A "grievance" is a written claim or allegation by an aggrieved member of the Bargaining Unit that there has been a violation, misinterpretation or improper application of the terms or conditions of this Agreement affecting the grievant.

A "day" as used herein in determining time limits, shall normally mean a day when classes or examinations are scheduled in accordance with the official College calendar. A calendar day when used herein shall mean a 24-hour period.

Informal Resolution: All members of the Bargaining Unit are encouraged to discuss problems or grievances they may have with the appropriate dean, associate dean or personnel director of the College. The individual member of the Unit is entitled to have a representative of the ASSOCIATION present if he so desires. Any solution arrived at as to any problem or grievance at this stage need not be reduced to writing, but in any case, shall not be considered as a binding precedent on either of the parties to this Agreement.

Step One: If the grievance is not satisfactorily resolved in the informal discussions, the grievant may, within the thirty (30) calendar days set forth above, file a written recital of the grievance on the form provided, with the personnel director.

The dean or associate dean shall have ten (10) days to meet, discuss and respond, in writing, to the grievance.

The ASSOCIATION shall be informed of all steps taken and may be present at all meetings involved in Step One.

Step Two: If the grievance is not satisfactorily resolved at Step One of the grievance procedure, the grievant may file an appeal from the Step One decision within five (5) days thereafter with the personnel director of the College.

The personnel director of the College shall have ten (10) days to meet, discuss, and respond, in writing, to the grievance.

The ASSOCIATION shall be informed of all steps taken and may be present at all meetings during the Step Two procedures and shall be entitled to be present at all meetings or discussions at which the grievant is present.

Step Three - Arbitration: If the grievance is not satisfactorily resolved in Step Two, the ASSOCIATION exclusively may submit the matter to the American Arbitration Association (AAA) unless otherwise agreed to by both the ASSOCIATION and the College for alternate

arbitration except as otherwise provided in Article VII, Tenure and Termination. Notice of the demand for arbitration shall be submitted no sooner than ten (10) days after receipt of the written decision of the personnel director of the College, and no later than thirty (30) days after such decision.

The decision of the arbitrator or such other procedure otherwise provided for in this Agreement shall be final and binding upon both parties, but shall not add to, subtract from, or modify any provisions of this Agreement.

The arbitrators' fees and any American Arbitration Association fees shall be shared equally by the ASSOCIATION and the College, but each party shall bear its own cost for presenting its case to the arbitrator.

The written decision of the arbitrator shall be served on the parties within twenty-five (25) days after the close of the arbitration proceedings.

General Grievance Provisions: Time limits may be extended by mutual written agreement of the parties.

Failure by either party to comply with the time limitation specified in this Article, unless extended by mutual written agreement of the parties, shall mean the grievance is considered settled at the position or decision of the

opposite party last taken; except, that the failure to communicate a written decision within a time specified in Steps One and Two, unless mutually extended, shall permit the grievant to proceed to the next Step of the procedure.

Nonmembers of the ASSOCIATION shall be entitled to use the grievance procedure through Step Two, but if the services of the ASSOCIATION are requested, the ASSOCIATION is entitled to a reasonable fee to defray costs related thereto. If the ASSOCIATION determines to proceed to Step Three on a grievance of a nonmember of the ASSOCIATION, it again, is entitled to charge that individual a reasonable fee to defray costs.

A grievance may be filed at its appropriate point of origin, thereby skipping Step One of the formal grievance procedure, if appropriate.

The ASSOCIATION shall have the right to be present at all formal Steps of this procedure if it so desires, regardless of whether or not the individual grievant requests its presence.

A member of the Bargaining Unit may be represented by an official of the ASSOCIATION at any formal or informal Step of this grievance procedure if the individual so desires.

Grievance meetings shall be scheduled by the College at such time and place as not to interfere with the normal instructional responsibilities of the members of the Bargaining Unit. The grievant and the proper official of the ASSOCIATION, if a College employee, shall not receive any loss of payment as a result of attendance at joint grievance meetings, and there shall be no reprisals of any kind taken against any member of the Bargaining Unit for participating in any grievance matter.

A grievance may be withdrawn at any level, and the withdrawal of a grievance shall not constitute a precedent. However, if the grievant decides to withdraw the grievance, the ASSOCIATION shall have the right to continue to process the grievance on its own.

ARTICLE XV

GENERAL PROVISIONS PERTAINING TO EMPLOYEES

Travel Allowance and Field Trips: The College shall reimburse ISMs for all authorized expenses incurred on authorized College business, including field trips conducted for the faculty members class.

When authorized by the College to use his or her personal vehicle for official business an ISM shall be granted the current College mileage allowance plus necessary tolls and parking fees.

Reimbursement for meals and lodging while on authorized official business will be allowed on the basis of the official College policy in effect at the time the expense is incurred.

Academic Attire: ISMs required to attend College functions for which academic attire is also required shall have such attire furnished or paid for by the College.

Professional Development: The College encourages the faculty to pursue continuous professional growth which includes membership in professional organizations, as well as research, graduate study, publication and services to the community.

Outside Employment: No ISM shall be penalized for undertaking outside employment unless, however, such employment has an adverse effect upon the performance of duties at the College. Employment in a teaching capacity at another institution of a course load of up to six (6) credit hours or the equivalent of two (2) courses during an academic year shall be permitted, provided there is approval by the Vice-President of Instruction or appropriate supervisor.

ARTICLE XVI

MISCELLANEOUS CONTRACT PROVISIONS

Past Practices: Nothing contained in this Agreement shall be

interpreted so as to eliminate or reduce any benefits or rights existing within the scope and intent of the contract.

Prohibition of Lockout and Strike: During the term of this Agreement or any extension thereof, there shall be no lockout by the employer, the College, nor shall there be a strike by the ASSOCIATION. A lockout is defined as a voluntary cessation of operations of the College to prevent employees from working. A strike is defined as a suspension or interference of work, any work stoppage, or intentional slow down in the rate of work assigned, any labor holiday, continuous meeting, or concerted mass sickness. The only strike which may be engaged in is that which is specifically authorized by Article X of the Public Employee Relations Act of Pennsylvania.

Supersedence: This Agreement constitutes the entire negotiated agreement of the BOARD and the ASSOCIATION and supersedes and takes precedence over any prior determinations regarding the subject matters set forth herein. To the extent that this Agreement contradicts any rule, individual contract negotiated prior hereto, regulation or policy heretofore or hereafter adopted, this agreement shall take precedence over those matters, within the scope of the Agreement.

Separability: Each provision of this Agreement shall be deemed to be separable. To the extent that any portion hereof is found to be contrary to law or to the extent that

the applicability of any portion of this Agreement is contrary to law, such determination shall not affect the remainder of the Agreement and all other parts and all other applicability of the Agreement shall continue in full force and effect. To the extent that a portion of this Agreement is declared to be void or is otherwise found to be contrary to law, the parties hereto agree to meet and bargain in good faith to the extent that any bargaining is needed to rectify or change the agreements so affected by any legislation or adjudication.

Totality of Agreement: The parties hereto agree that all items presented, which could have been presented or which have been discussed during the negotiations leading to this Agreement, have been contemplated. Therefore, it is agreed that for the term of this Agreement or any extension thereof, negotiations will not be conducted on any of these items, whether contained herein or not, except by mutual agreement of both parties.

Amendment: Any amendment to this Agreement shall be in writing approved by the parties in the same manner as the Agreement itself is adopted. Nothing herein is intended to prevent a memorandum of understanding from being attached to the Agreement.

All Rights Protected: Nothing contained herein shall be construed to deny or restrict any rights that the BOARD, the

ASSOCIATION or any individual ISM may have under the laws of the Commonwealth of Pennsylvania. The rights of the parties hereto, including the rights granted to individual ISM members, shall be in addition to those elsewhere established, including any rights or benefits any individual may have secured, which rights or benefits are not affected by this Agreement.

Matters Not Covered By This Agreement: Any negotiable matter arising subsequent hereto not covered by this Agreement shall be subjected to negotiations according to law.

Copies of Agreement: Copies of this Agreement shall be reproduced by the BOARD within a reasonable time after the execution thereof with sufficient copies for the ASSOCIATION.

THIS AGREEMENT shall be effective as of August 18, 1975 and shall continue in effect through August 18, 1977.

IN WITNESS WHEREOF the parties hereto set their hands and seals the day and year first written above.

BOARD OF TRUSTEES OF
DELAWARE COUNTY COMMUNITY COLLEGE

BY: William J. Imhoff

Chairman

Attest: Walter J. Lopez

Secretary

DELAWARE COUNTY COMMUNITY COLLEGE
ASSOCIATION OF HIGHER EDUCATION

BY: Marjorie J. Drexler

President

Attest: Mad C. Bas

Secretary

SCHEDULE A

SALARY INCREMENTS FOR THE YEAR 1975-76

PERSONS CLASSIFIED AS:

Professors shall receive \$350.00 payable immediately plus an annual increase in salary of \$1,250.00.

Associate Professors shall receive \$350.00 payable immediately plus an annual increase in salary of \$1,200.00.

Assistant Professors shall receive \$350.00 payable immediately plus an annual increase in salary of \$1,150.00.

Instructors, Associate Instructors and Assistant Instructors shall receive \$350.00 payable immediately plus an annual increase in salary of \$1,000.00.

SALARY INCREMENTS FOR THE YEAR 1976-77

Professors shall receive an annual increase of \$1,100.00.

Associate Professors shall receive an annual increase of \$1,000.00.

Assistant Professors shall receive an annual increase of \$900.00.

Instructors, Associate Instructors and Assistant Instructors shall receive an annual increase in salary of \$800.00.

PERSONS ASSIGNED TO TEACH OVERLOAD shall receive, as additional compensation, \$325.00 for each credit hour of overload for teaching graded degree credit courses as well as developmental courses and \$275.00 per credit hour or its equivalent for teaching continuing education courses.

MEMORANDUM OF UNDERSTANDING

Student Contacts: The maximum number of students any faculty member will be assigned to instruct during an academic year shall be limited to 375.

Faculty members assigned to teach classes in English composition will not be required to teach composition to more than 115 students per academic semester.

Starting Salary for New Teaching Faculty: Consistent with academic qualifications and other pre-employment conditions established by the College, the starting salaries for new teaching faculty shall be as follows:

	<u>10 month</u>	<u>12 month</u>
Professor	\$16,100	\$18,800
Associate Professor	13,400	15,700
Assistant Professor	11,100	13,000
Instructor	9,200	10,700

UNIVERSITY OF CALIF.
LOS ANGELES

MAY 21 1976

CLEARINGHOUSE FOR
JUNIOR COLLEGES